

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is being made this 18th day of July, 2005, between Spring Street Associates Limited Partnership ("Landlord") and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). (The Landlord and the County together the "Parties.").

WHEREAS, the Parties entered into a Lease Agreement dated December 14, 2000 (the "Lease") for premises described as Suite 300 comprising 3,666 square feet of space on the third floor of the building and Suite 100 comprising 700 square feet of space on the first floor of the building for a total of 4,366 square feet located at 1109 Spring Street, Silver Spring, Maryland, 20901 (the "Premises"); and

WHEREAS, the Lease Term expires on August 15, 2005; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease for an additional Five (5) year period; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to reflect the extension of the Term.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Unless otherwise set forth in this First Amendment to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Term. Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph:

"The Lease Term shall hereby be extended for a period of five (5) years, commencing August 17, 2005 and expiring, unless sooner terminated pursuant to the terms of the Lease, on August 16, 2010 (the "Extended Term"), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. There shall be no further option to extend the Lease Term beyond the Extended Term."

3. Rent. Section 3 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"Rent: The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule during the Extended Term:

	<u>Annual</u>	<u>Monthly</u>
Year 1	\$83,310.48	\$6,942.54
Year 2	\$85,809.79	\$7,150.81
Year 3	\$88,384.00	\$7,365.34
Year 4	\$91,035.52	\$7,586.29
Year 5	\$93,766.58	\$7,813.88

All payments are to be made in advance of the first day of the month, during each lease year, and shall be payable to Spring Street Associates, 1109 Spring Street, Suite 602, Silver Spring, Maryland 20901. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly.”

4. Mail Notices. Section 28 of the Lease is hereby amended by deleting the County’s Address in its entirety and adding the following in lieu thereof:

“COUNTY: Montgomery County, Maryland
 Department of Public Works & Transportation
 Office of Real Estate
 101 Monroe Street, 10th Floor
 Rockville, Maryland 20850

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
 Office of the County Attorney
 101 Monroe Street, 3rd Floor
 Rockville, Maryland 20850”

5. This First Amendment to Lease is incorporated into the Lease and shall be deemed a part thereof.

SIGNATURE PAGE FOLLOWS

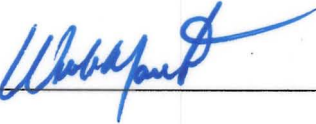
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Lease Agreement to be properly executed.

WITNESS:

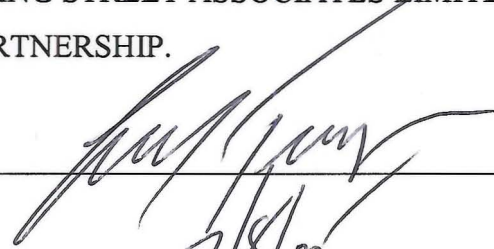
LANDLORD:

SPRING STREET ASSOCIATES LIMITED
PARTNERSHIP.

By: _____



By: _____


7/8/05

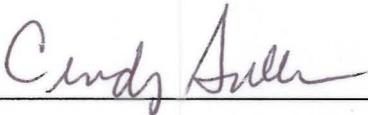
Date: _____

WITNESS:

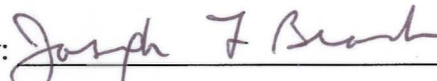
COUNTY:

MONTGOMERY COUNTY, MARYAND

By: _____



By: _____



Joseph F. Beach, Assistant
Chief Administrative Officer

Date: _____

7/18/05

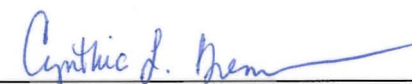
APPROVED AS TO FORM & LEGALITY RECOMMENDED:

OFFICE OF THE COUNTY ATTORNEY

By: _____



By: _____



Cynthia L. Brenneman, Director
Office of Real Estate

Date: _____

6/29/2005

Date: _____

6/23/05